

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

PAULA L. BLAIR, ANDREA ROBINSON,
AND FALECHIA A. HARRIS, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

RENT-A-CENTER, INC., a Delaware
corporation; RENT-A-CENTER WEST, INC.,
a Delaware corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO. 3:17-CV-02335-WHA

~~PROPOSED~~ ORDER REGARDING
DISCOVERY DISPUTE AS MODIFIED

Judge: Hon. William H. Alsup

1 ORDER

2 Pursuant to the Order Setting Hearing Re Plaintiffs' Discovery Dispute (Dkt. 68), the
3 Parties conducted a meet-and-confer in the Court's jury room on October 17, 2017 from 9:00 a.m.
4 to 11:00 a.m., following which the Court conducted a hearing. As a result of the meet-and-confer
5 and hearing, IT IS HEREBY ORDERED:

6 1. Defendants Rent-A-Center, Inc. and Rent-A-Center West, Inc. ("RAC") shall,
7 within ^{twenty eight days} ~~thirty (30) days~~ from the date of this Order, produce transactional data for rent-to-own
8 transactions within California during the purported class period, which is contained within RAC's
9 data warehouse and/or SIMS system and/or its Oracle Database/Inventory system(s) in an
10 electronic format (i.e. the data shall be produced in a manipulable format) sufficient to calculate
11 the formulas under the Karmette Act (e.g., maximum cash price and maximum total payments,
12 etc.) and including the information in SIMS that would normally be reflected in Rental Purchase
13 Agreements (e.g., categories (i)-(xi) in RFP No. 2) in response to Plaintiff Paula Blair's First Set
14 of Requests for Production of Documents ("RFP") Nos. 1, 2, 7, 8, 16, 17, 24-34, 36, and 49.
15 Without limiting the foregoing, the production shall include documents sufficient to establish the
16 Lessor's Cost of each item of merchandise, as that term is defined in the RFP.

17 2. As for the physical rental purchase agreements and arbitration agreements
18 regarding rent-to-own transactions within California during the purported class period, RAC will
19 provide agreements reflecting 20 transactions. To the extent Plaintiff requests additional rental
20 purchase agreements or arbitration agreements, Plaintiff's counsel shall cover all reasonable costs
21 associated with locating, reviewing, and producing such documents. Further, given the manual
22 review associated with fulfilling any such request, RAC shall have at least ^{twenty eight} ~~thirty (30)~~ days to
23 produce such documents. Either party may seek judicial guidance as to the scope and cost shifting
24 of any such request as well as the deadline for complying with any such request.

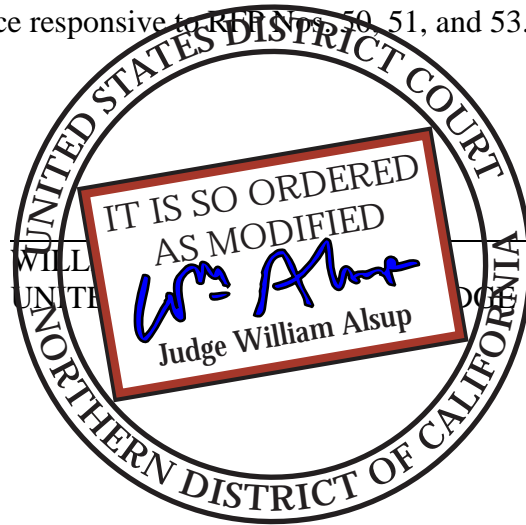
25 3. Within ^{twenty eight days} ~~thirty (30) days~~ from the date of this Order, RAC shall produce any
26 additional documents in its possession, custody or control reflecting policies, practices and
27 procedures that it has not already produced, which are responsive to RFP Nos. 12, 18, 20, 21, 23,
28 and 36-40, and shall serve supplemental written responses to these RFPs.

1 twenty eight
2 4. Within ~~thirty (30)~~ days from the date of this Order, RAC shall identify the five
3 individuals most knowledgeable about the topics identified in RFP Nos. 45–48, namely
4 purchasing merchandise to be offered for lease in California, pricing merchandise offered for lease
5 in California, computing the Lessor’s Cost of merchandise leased in California, and ensuring that
6 pricing of merchandise in California complied with the Karmette Act.

7 twenty eight
8 5. Within ~~thirty (30)~~ days of the date of this Order, RAC shall produce all
9 organizational charts currently in existence responsive to RFP Nos. 50, 51, and 53.

10 IT IS SO ORDERED.
11 Dated: October 23, 2017

12 828007.1



13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28